

CLEARKEY PROPERTY SERVICES LTD

SUBCONTRACTOR SERVICES AGREEMENT

Version: 2.2 **Effective Date:** 5 September 2026 **Supersedes:** Version 2.1 (11 July 2026)

This Subcontractor Services Agreement ("Agreement") is made between:

- **ClearKey Property Services Ltd**, a company incorporated in England & Wales (company no. 17004197) whose registered office is 124 City Road, London, EC1V 2NX ("ClearKey", "we", "us"); and
- the Contractor identified in their ClearKey portal registration ("Contractor", "you").

Together the "Parties".

1. Definitions and Interpretation

In this Agreement:

- **Client:** a letting agent, property manager, landlord or other customer that instructs ClearKey.
- **Job:** a specific work instruction issued by ClearKey to the Contractor.
- **Services:** the services provided by the Contractor under this Agreement (including reactive maintenance, cleaning, compliance/certification, supply & fit items, security/lock works, and ancillary services) as described in Job instructions and Schedules.
- **Portal:** ClearKey's online contractor portal at app.clearkeyproperty.co.uk.
- **Rate Card:** the payment rates and rules in Schedule 1 (as amended under clause 6.6).
- **Tier:** the Contractor's current service tier — **Standard** or **Priority** — as assigned and reviewed by ClearKey. The qualifying criteria and the tier-based differences in pay timing (clause 6.4) and materials handling (clause 8.1) are set out in the Contractor Handbook and the Rate Card (Schedule 1).
- **Inner London:** the boroughs listed in Schedule 3.
- **Valid Invoice:** an invoice meeting clause 6.2.
- **UK Data Protection Law:** the UK GDPR and the Data Protection Act 2018.

Headings do not affect interpretation.

2. Appointment and Term

2.1 ClearKey appoints the Contractor to provide the Services on a **non-exclusive, job-by-job basis**.

2.2 This Agreement starts on the Effective Date and continues until terminated in accordance with clause 16.

2.3 Electronic acceptance: where the Contractor accepts this Agreement through the Portal (for example, by ticking an acceptance box), that acceptance has the same effect as a signed written acceptance, and ClearKey may record the date and account by which acceptance was given.

3. Independent Contractor Relationship

3.1 The Contractor is an **independent contractor** and not an employee, worker, agent or partner of ClearKey.

3.2 The Contractor is responsible for all **tax, National Insurance, VAT (if applicable), pension** and statutory obligations arising from payments under this Agreement. ClearKey is VAT registered (VAT No. 512 5673 04); this does not affect the Contractor's own responsibility for its taxes.

3.3 The Contractor may provide services to other clients during the term, provided this does not conflict with performance of Jobs accepted from ClearKey.

3.4 Nothing in this Agreement creates any obligation on ClearKey to offer a minimum volume of work or on the Contractor to accept any Job.

4. Job Instructions, Acceptance, Performance and Completion

4.1 ClearKey may offer Jobs by email, phone, WhatsApp, the Portal or other agreed channel. Each Job will specify (as applicable): address, access details, scope, urgency, and any approval constraints known to ClearKey.

4.2 The Contractor may accept or decline any Job. If accepted, the Contractor must attend and perform with reasonable skill and care and in accordance with:

- the Job scope and ClearKey instructions; and
- the deliverables/evidence requirements in Schedule 2 (and any trade addendums issued by ClearKey from time to time).

4.3 The Contractor must notify ClearKey promptly if: access is not available; the job cannot be completed safely; additional works/parts are required beyond the agreed scope; or there is a risk of damage, security issue or safety hazard.

4.4 No direct pricing commitments: the Contractor must **not** quote to or agree pricing/authorisation with any Client, landlord or tenant. All approvals route through ClearKey.

4.5 Completion: the Contractor completes Jobs by submitting the required evidence (arrival/departure times, before/after photos where relevant, and a completion summary) through ClearKey's **WhatsApp completion process** or the **Portal** as instructed. The Contractor can view assigned Jobs, calendar, completions, earnings and reimbursements through the Portal. A Job is **not treated as complete** for billing/close-out until the required evidence (and any required certificate) has been provided.

5. Variations, "Make Safe" and Approvals

5.1 The Contractor must not undertake additional works beyond the Job scope that are likely to increase cost/time without ClearKey approval, except under clause 5.2.

5.2 Make-safe exception: the Contractor may take immediate action without prior approval **only** where reasonably necessary to prevent: personal injury; significant property damage (e.g., uncontrolled leak); gas/electrical danger; or an insecure property (e.g., failed lock after break-in). The Contractor must notify ClearKey as soon as practicable and provide evidence (photos and notes).

6. Fees, Rate Card, Invoicing and Payment

6.1 ClearKey will pay the Contractor the fees set out in the **Rate Card (Schedule 1)** for accepted Jobs completed in accordance with this Agreement. A Job may also be offered at an agreed fixed price for labour; where it is, that agreed price is the labour fee for that Job (in place of the time-based rates), and materials/parts are reimbursed separately under clause 8.

6.2 Valid Invoice requirements: the Contractor must submit an invoice containing: the ClearKey job reference; property address; date/time attended; description of work performed; time on site and chargeable blocks (where applicable); applicable fixed-fee or agreed fixed-price labour item(s) (e.g. CP12/EICR/service, or an agreed fixed-price labour amount); and all supporting receipts for reimbursable expenses/parts (where applicable).

6.3 Invoices must be sent to: accounts@clearkeyproperty.co.uk (or other address notified).

6.4 Payment terms: ClearKey will pay Valid Invoices for **labour within 7 days** of receipt for a **Standard-Tier** Contractor, or by **the next working day** for a **Priority-Tier** Contractor. If an invoice is not valid, that period starts when a corrected Valid Invoice is received. **Approved reimbursable expenses** (materials/parts and access costs) are reimbursed **within 7 days** of a valid claim with receipts.

6.5 ClearKey may withhold or set-off amounts reasonably disputed in good faith, but will not unreasonably withhold undisputed sums.

6.6 Rate Card updates: ClearKey may amend the Rate Card by giving not less than **14 days'** written notice. Any Job accepted before the effective date of the change will be paid at the previously applicable rates unless otherwise agreed in writing.

7. Expenses (Parking/ULEZ/Congestion/Permits)

7.1 Reimbursable access costs (parking, permits, tolls, congestion/ULEZ) are reimbursed **at cost** only where necessarily incurred to complete the Job and supported by a receipt/screenshot.

7.2 No receipt = no reimbursement.

7.3 Receipts must be submitted within **7 calendar days** of attendance, otherwise reimbursement may be declined.

8. Materials/Parts (General)

8.1 Unless otherwise agreed in writing for a Job, approved parts/materials (non-locksmith) are reimbursed at **receipted cost plus a handling allowance of 10% of the net (ex-VAT) amount for a Standard-Tier Contractor, or 20% for a Priority-Tier Contractor**. A receipt is required; no receipt, no reimbursement. Standard van stock/sundries are included in the Contractor's rates and are not reimbursed. (Locksmith parts are governed separately by clause 9.)

8.2 The Contractor must not purchase expensive/specialist parts likely to increase overall job cost materially without ClearKey approval, except for make-safe actions under clause 5.2.

9. Locksmith Parts Cap (Specific Control)

9.1 For "standard euro-cylinder change (access available)" Jobs: ClearKey pre-approves parts reimbursement **up to £35** (cost) with receipt. If parts are expected to exceed £35 cost or are non-standard/high-security (anti-snap, thumbturn, keyed alike, restricted keys, unusual sizes/finishes), the Contractor must obtain ClearKey approval **before fitting**, unless urgent to secure the property.

9.2 Where urgent to secure the property, the Contractor may proceed with a reasonable equivalent and must notify ClearKey immediately with evidence and receipts.

10. Inner London Uplift

10.1 Where a Job is located in Inner London (Schedule 3), ClearKey will pay the Contractor the Inner London uplift specified in the Rate Card (Schedule 1), unless otherwise agreed in writing.

11. Evidence, Reporting and Deliverables

11.1 Evidence is a condition of payment. The Contractor must provide the evidence required by Schedule 2 and any job-specific instructions, submitted via the WhatsApp completion process or the Portal.

11.2 At minimum for all Jobs (where relevant/possible): before/after photos, completion notes, and arrival/departure times.

11.3 Abortive visits: require evidence of attendance and access failure (e.g., photo + call log).

12. Compliance Services and Certificates (Gas/Electrical)

12.1 The Contractor must only perform gas/electrical works and issue certificates if properly qualified/registered/competent to do so.

12.2 Certificate turnaround: where a Job requires CP12/LGSR, boiler service record or EICR — **Target:** provide the PDF certificate/report to ClearKey within **24 hours** of attendance; **Maximum:** no later than **48 hours** after attendance unless otherwise agreed in writing.

12.3 The Contractor must promptly notify ClearKey of any "Immediately Dangerous / At Risk" (gas) or serious observations (electrical) and make safe where required.

13. Quality, Rectification and Callbacks

13.1 The Contractor warrants the Services will be carried out with reasonable care and skill and in accordance with applicable standards and manufacturer instructions.

13.2 Where a defect is attributable to the Contractor's workmanship, the Contractor will, at ClearKey's reasonable request, re-attend to rectify within a reasonable time and **without additional labour charge** (unless the issue is caused by misuse, third-party interference, or new damage).

13.3 Repeated quality failures may result in suspension or termination under clause 16.

14. Insurance

14.1 The Contractor must maintain throughout the term: **public liability insurance of at least £2,000,000 per claim** (or such other amount, not less than £1,000,000, as ClearKey agrees in writing for a particular trade); and any other insurance required by law or reasonably required for the Services (including professional indemnity where issuing certificates).

14.2 The Contractor must provide copies of insurance certificates on request and on renewal.

15. Health & Safety and Legal Compliance

15.1 The Contractor must comply with all applicable laws, regulations and codes of practice, including health & safety requirements and COSHH where applicable.

15.2 The Contractor is responsible for their own tools, equipment and PPE.

15.3 The Contractor must report accidents/incidents and near misses to ClearKey promptly.

16. Confidentiality and Data Protection

16.1 The Contractor must keep confidential all information about ClearKey, Clients, landlords, tenants, properties, access codes and job details, and must not disclose or use such information except to perform the Services.

16.2 In handling personal data relating to tenants/occupiers (contact details, access details, photographs), the Contractor acts as a **sub-processor** for ClearKey and must comply with the data processing terms in **Schedule 4** and UK Data Protection Law.

16.3 The Contractor must handle such personal data securely, use it only for job performance, not disclose it to any third party, and delete it when no longer needed for the Job.

17. Non-Solicitation / Non-Circumvention

17.1 During the term and for **12 months** after the last Job performed for ClearKey, the Contractor must not knowingly solicit or accept direct engagement from any ClearKey Client, landlord or property manager introduced through ClearKey, for services that are the same as or similar to the Services, where this would circumvent ClearKey.

17.2 This does not prevent the Contractor from working for clients they can prove were engaged independently of ClearKey.

18. Liability and Indemnity

18.1 Nothing limits liability for death/personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

18.2 Subject to clause 18.1, each Party's liability to the other is limited to direct losses reasonably foreseeable.

18.3 The Contractor indemnifies ClearKey for losses arising from: the Contractor's negligence or wilful misconduct; breach of law/regulatory requirements; invalid certification or working outside competence/registration; or damage caused by the Contractor's acts/omissions.

19. Suspension and Termination

19.1 Either Party may terminate this Agreement on **7 days'** written notice.

19.2 ClearKey may terminate **immediately** if the Contractor: commits serious misconduct, fraud, or threatens safety; performs gas/electrical works outside required registration/competence; repeatedly fails evidence/certification requirements; repeatedly no-shows accepted Jobs; or breaches confidentiality/data protection.

19.3 On termination, the Contractor must return any ClearKey property (keys, documents) and delete confidential data.

20. CIS (Construction Industry Scheme)

20.1 ClearKey is CIS registered. The Parties acknowledge CIS rules may apply depending on the Services.

20.2 The Contractor agrees to provide information reasonably requested to support CIS compliance (e.g., UTR, verification), and ClearKey may make deductions if required by law.

21. General

21.1 Entire agreement: this Agreement and its Schedules constitute the entire agreement between the Parties regarding the Services.

21.2 No assignment: the Contractor may not assign or subcontract performance of Jobs without ClearKey's prior written consent.

21.3 Notices: notices must be in writing and sent to the addresses/emails stated above (or updated in writing).

21.4 Governing law: England & Wales. Courts of England & Wales have exclusive jurisdiction.

Schedule 1 — Contractor Rate Card

The current **Contractor Rate Card (v1.5)** applies as Schedule 1 and is the controlling pay schedule for: reactive call-out and incremental rates by trade; emergency uplift; abortive pay; Inner London uplift; compliance fixed-fee pays (CP12, EICR, boiler service, PAT, EPC); alarms labour; legionella and mould pay; cleaning/carpet pay; waste max-payable guidance; and locksmith labour pay + parts rules (including the £35 cap in clause 9). ClearKey provides the current Contractor Rate Card to the Contractor and may update it under clause 6.6.

Schedule 2 — Evidence & Deliverables Requirements (Summary)

Submitted via the WhatsApp completion process or the Portal.

Minimum deliverables: arrival/departure times; before/after photos (where relevant); completion note (works completed, parts used, outcome, recommendations).

Abortive visits: photo evidence of attendance + call/text attempt log + note.

Certificates: CP12/LGSR, boiler service record, EICR — PDF within 24 hours (48 hours max).

Locksmith: before/after photos + parts receipt(s); £35 parts cap rule applies.

Schedule 3 — Inner London Boroughs

Camden; City of London; Hackney; Hammersmith & Fulham; Islington; Kensington & Chelsea; Lambeth; Lewisham; Southwark; Tower Hamlets; Wandsworth; Westminster.

Schedule 4 — Data Processing (Sub-Processor Terms)

In handling personal data relating to tenants/occupiers, the Contractor acts as a **sub-processor** for ClearKey (which in turn acts as processor for the Client). The Contractor will:

1. process such personal data only as necessary to perform the Job and on ClearKey's instructions;
 2. keep the personal data confidential and not disclose it to any third party;
 3. apply appropriate security measures to protect it (including secure handling of access codes and photographs);
 4. not retain the personal data longer than necessary for the Job, and delete it on request or on completion;
 5. notify ClearKey without undue delay on becoming aware of any personal data breach; and
 6. not transfer the personal data outside the UK without ClearKey's prior written authorisation.
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Signatures

For ClearKey Property Services Ltd Name: _____ Title: Director Signature: _____
Date: _____

For the Contractor Name: _____ Business name (if any): _____ Signature: _____
Date: _____

(Where accepted through the Portal, electronic acceptance under clause 2.3 applies in place of signature.)

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